Supreme Court, U. S.
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MICHAEL RODAK, JR., CLERK

78-1213

IN THE SUPREME COURT OF
THE UNITED STATES OF AMERICA

JOHN P. PARIS,

Petitioner

v.

LAWRENCE E. COOPER, et al.,

Respondents

PETITION FOR WRIT OF CERTIORARI
TO THE SUPREME COURT OF FLORIDA

[redacted]

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PETITION FOR CERTIORARI

NOW COMES the Petitioner in the above-captioned matter, JOHN P. PARIS d/b/a PARIS PROPERTIES, and shows this Honorable Court that each of the following opinions rendered by the State Courts of the State of Florida is improper and violative of Petitioner's Due Process rights under the Fourteenth Amendment to the United States Constitution.

1. On Feburary 13, 1976, Petitioner filed a Motion to Dismiss Respondent's Complaint for lack of jurisdiction (See Appendix, pp. B 1-3, hereinafter referred to as "B 1-3"). On the 22nd day of April, 1976, the Honorable Judge Larry G. Smith of the Circuit Court of the Fourteenth Judicial Circuit of the State of Florida in and

for Gulf County held that Florida had proper jurisdiction in this case.

2. On the 28th day of April, 1976, Defendant filed a motion for re-hearing regarding Judge Smith's Order of April 22, 1976 (E 1-3) regarding jurisdiction, and on the 5th day of May, 1976, said motion was denied. (F 1-2).

3. On the 25th day of February, 1977, the Honorable Judge Larry G. Smith of the Circuit Court, Fourteenth Judicial Circuit of the State of Florida, in and for Gulf County, held that the mortgages and notes entered into between Petitioner and Respondent (both of whom are now, and were at the time of the execution of said notes and mortgages, residents of the State of Georgia) were invalid. (G 1-16).

4. On the 13th day of May, 1977, Petitioner's counsel in Florida

filed an Appeal with the District Court of Florida, First District, State of Florida and on the 18th day of November, 1977, said Court affirmed the decision of the Trial Court. (H 1-6).

5. On the 1st day of December, 1977, Petitioner filed a Petition for Rehearing in the District Court of Appeal, First District, State of Florida (I 1-8), and on the 22nd day of December, 1977, said Court denied the Petition for rehearing. (J-1).

6. On the 19th day of January, 1978, Petitioner filed a Writ of Certiorari to the Supreme Court of Florida, and on the 31st day of July, 1978, the Florida Supreme Court denied said Writ of Certiorari. (K 1-2).

7. On the 9th day of August, 1978, Petitioner filed a Petition for Re-hearing before the Florida Supreme

Court (L 1-4) and on the 8th day of November, 1978, the Florida Supreme Court denied said petition. (M-1).

JURISDICTION

Jurisdiction of this Writ of Certiorari is vested in the United States Supreme Court pursuant to 28 USCA 1257(3) (Q 1-2) and Petitioner specifically shows the following:

1. The judgments referred to in the paragraphs enumerated above are the judgments which Petitioner specifically prays be reviewed by the the United States Supreme Court.

2. As noted above, jurisdiction is vested in this Court pursuant to 28 USCA 1257(3) by virtue of the Petitioner's rights pursuant to the Due Process Clause of the Fourteenth Amendment to the United States Constitution. (R-1)

QUESTIONS PRESENTED FOR REVIEW

QUESTIONS PRESENTED FOR REVIEW (23 C)

1. Whether a State's inherent jurisdiction permits it to void in its entirety a contract between two non-residents made outside the State regarding the validity of the contract and promissory notes outside said state, without violating a defendant's due process rights under the Fourteenth Amendment of the United States Constitution?

2. Whether the "minimum contacts" rule of International Shoe should be applied to an isolated transaction within the forum state?

3. Whether jurisdiction of non-residents may be acquired by violation of a statute within the forum state by one of the non-resident parties?

4. Whether the State of Florida's assertion of jurisdiction in this case is inconsistent with the constitutional limitation on state power?

CONSTITUTIONAL PROVISIONS

Section 1 of Amendment XIV of the United States Constitution provides:

> "All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person

within its jurisdiction the equal protection of the laws.

FACTS

Petitioner, a Georgia resident (C-4), represented Respondent, a Georgia resident (C-5), in several land transactions in the State of Georgia (C 4-5). Petitioner and Respondent had an agreement whereby Petitioner was to make Respondent aware of proposed land purchases. (C-5).

In 1973 Petitioner received information that certain property was for sale and contacted Respondent regarding this property, said property being located in the State of Florida (C 5-6). Petitoner and Respondent entered into an Agreement whereby Petitioner would represent Respondent as a real estate consultant regarding this transaction and Petitioner

would be paid ten (10%) per cent of the cost of the property as his fee for the time and services rendered in connection with the transaction. (C-8). Respondent subsequently entered into a contract for the purchase of the said property, said contract having been signed by Petitioner in the State of Georgia. (C-10). All communication between Respondant and Petitioner and all agreements signed between Respondent and Petitioner were executed in the State of Georgia.

Respondent purchased said property in Florida for the sum of $3,150,750.00, and pursuant to their agreement, Petitioner received a $100,000 check from Respondent and a $215,000 promissory note (T 1-9), said note having been executed by Respondent and made payable to Hilton & Associates, the Seller of the property. As per an

earlier agreement with Petitioner and Respondent, Hilton & Associates (the sellers) assigned said promissory note to Petitioner without recorse. (C 11-13; T 8-9). Subsequently, at Respondent's request, Petitioner gave the $100,000.00 check back to the Respondant and Respondent gave Petitioner a check in the amount of $25,000.00 and a $75,000.00 promissory note executed in the State of Georgia, and made payable to the Petitioner, in the State of Georgia (C-13; U-1).

In January of 1976, Respondent brought an action in the Circuit Court, Fourteenth Judicial Circuit of the State of Florida, in and for for Gulf County, to declare Respondent's notes to Petitioner null and void.

On February 13, 1976, Petitioner filed a motion to dismiss for lack of

jurisdiction (B 1-3), but said Motion was overruled by the trial court, on April 22, 1976. (D 1-2). On April 28, 1976, Petitioner filed a Motion for Rehearing on the jurisdictional question (E 1-3), but said motion was denied by the Trial Court on May 5, 1976 (F 1-2).

After Respondent's Complaint was filed and after the Trial Judge ruled that Florida had jurisdiction over Petitioner, the Sellers, represented by Hilton, one of the Sellers, brought a foreclosure proceeding to foreclose on Respondent's mortgage to Sellers, said mortgage having gone into default. The litigation regarding the foreclosure proceeding by the Sellers is not relevant to this case nor dispositive of the issued raised by Petitoner's Writ of Certiorari.

On February 25, 1977, the Circuit

Court subsequently found the mortgage deeds and notes to be in violation of Florida law and declared them null and void. (G 1-16).

Petitioner appealed the decision of the Circuit Court to the District Court of Florida, First District, State of Florida, but said Court affirmed the decision of the trial court both upon initial review and upon a Motion for Rehearing (H 1-6; J-1). Petitioner then petitioned the Florida Supreme Court for a Writ of Certiorari, but said Writ was denied (K-1), as was Petitoner's Motion for Rehearing (M-1).

FEDERAL QUESTIONS

The federal question regarding Petitioner's Due Process rights was initially raised by Petitioner in the Trial by a Motion to Dismiss for lack of jurisdiction of the person and the

subject matter (B 1-3), and said motion was summarily denied by the Trial Judge (D-1).

Petitioner then filed a Motion for Rehearing on the question of jurisdiction (E 1-3), but the Trial Judge once again summarily denied said motion.

Petitioner contends that judgment of the Florida Supreme Court is void in that the State of Florida's assertion of jurisdiction over Petitioner in this case is inconsistent with the constitutional limitation on state power. See, Shaffer v. Heitner, 433 U.S. at 204.

Petitioner's summary of argument to District Court of Appeals is contained in Exhibit V(1-3).

Petitioner's arguments to the Florida Supreme Court are contained in Exhibit W(1-4).

ARGUMENT

It is respectfully submitted that the present case of Paris v. Cooper is one in which there is a special and important reason for this Honorable Court to grant Petitioner's Writ of Certiorari, namely, for the reason that the Courts of the State of Florida have decided this case in contravention of Petitioner's due process rights under the Fourteenth Amendment to the United States Constitution and the decisions of the Florida Courts are probably not in accord with the applicable decisions of this Court.

As has been indicated, the facts involve a Georgia real estate broker, JOHN P. PARIS (Petitioner), who, in this case, contends that he acted not as a real estate broker, but as a consultant; a Georgia resident, DR. LAWRENCE E. COOPER (Respondent), who purchased

property in the State of Florida; and a group of Florida sellers, led by L. CHARLES HILTON, JR., who acted as principal and as attorney for the Florida sellers.

In Kulko v. Superior Court of California, No. 77-293, decided May 15, 1978, this Honorable Court ruled:

> "Like any standard that requires determination of 'reasonableness' the 'minimum contacts' test of International Shoe is not susceptible of mechanical application; rather, the facts of each case must be weighed to determine whether the requisite 'affiliating circumstances' are present. Hanson v. Denckla, 357 U.S. 235, 246 (1958). We recognize that this determination is one in which few answers will be written

> 'in black and white. The greys are dominant and even among them the shades are innumerable.'
> Estin v. Estin. 334 U.S. 541, 545 (1948).

The Kulko case, supra., following the Court's landmark decision in Shaffer v. Heiter, 433 U.S. 186, involved a question of jurisdiction of domestic relations cases. The Court's decision to rule on this subject should be applauded by all citizens, and particularly attorneys, and lower Courts, because of the huge volume of cases arising daily concerning similar jurisdictional questions in every state in the Country.

It is likely that jurisdictional questions involving real estate transactions such as the case sub judice are third only to issues as to business transactions involving personal property

and domestic relations issues concerning Fourteenth Amendment due process requirements in states foreign to one or more of the litigants.

For this reason, it is respectfully submitted that the issue presented in this case is one of imperative public importance and is a logical case for the Court to grant certiorari following the Shaffer, supra., and Kulko, supra., decisions.

The test, of course, is minimum contacts, and traditional notions of fair play and substantial justice. And the relationship between the forum, the defendant and the litigation. But the paramount concern is inherent jurisdiction. International Shoe Co. v. Washington, 326 U.S. 310; Pennoyer v. Neff, 95 U.S. 714.

In short, the Florida Circuit Court

assumed jurisdiction of two notes held by PARIS in the State of Georgia, which notes were issued to him in the State of Georgia by another Georgia resident, namely the Respondent, pursuant to a complaint for declaratory judgment filed by the Respondent two years after issuance of the Notes to Petitioner.

As has been stated in the Shaffer case, supra.:

> 'Moreover, even if Heitner's assessment of the importance of Delaware's interest is accepted, his argument fails to demonstrate that Delaware is a fair forum for this litigation.'---"But we have rejected the argument that if a State's law can properly be applied to a dispute, its courts necessarily have jurisdiction over the parties to that dispute.'

In Hanson v. Denckla, 357 U.S. 235, 254, the Court states:

> "The issue is personal jurisdiction, not choice of law. It is resolved in this case by considering the acts of the [Appellants]."

In his dissent in the Shaffer case, supra., at page 186 Justice Brennan states succinctly:

> "To be sure, the Court is not blind to these considerations. It notes that the State's interests 'may support the application of Delaware law to resolve any controversy over appellants' actions in their capacities as officers and directors.' Ante, 215. But this, the Court argues, pertains to choice of law, not jurisdiction. I recognize that the

> jurisdictional and choice-of-law inquiries are not identical. Hanson v. Denckla, supra., 254.

What were Petitioner's contacts within the State of Florida in regard to respondent?

It may be said that Petitioner acted either as a consultant or a broker in a single, isolated instance regarding a Florida real estate transaction.

The Petitioner is a licensed Georgia real estate broker, who, unlike most brokers, primarily represents buyers rather than sellers. He contends that he held a continuing relationship with the Respondent for services, not only as a real estate agent, but also as a consultant and adviser in various real estate transactions over a period of several years. He also contends that the Notes sought to be cancelled represented

consideration for all services rendered to Respondent by Petitioner.

The Petitioner admittedly acted as Respondent COOPER'S agent in evaluating the property, and he assisted Respondent's attorneys with various details in connection with the purchase of the property. The purchase represented a large transaction - in excess of Three Million Dollars. For his services, Petitioner received from Respondent, in the State of Georgia, Twenty-Five Thousand Dollars in cash and two promissory notes. One was for Seventy-Five Thousand Dollars, which was unsecured. The other was for Two Hundred Fifteen Thousand Dollars secured by a mortgage on the Florida property. The notes and mortgage show on their face that they were delivered in the State of Georgia.

Were the contacts as outlined above sufficient to satisfy the Constitutional requirements of due process as required by International Shoe, supra.?

Petitioner submits that the contacts and facts of this transaction do not satisfy the minimum contacts and traditional notion of fair play and substantial justice for the following reasons:

1) This transaction represented an isolated instance;

2) The Petitioner perpetrated no injury on the Respondent or seller;

3) The Respondent's attorney's prepared the sales contract and the seller was himself a licensed Florida attorney;

4) The buyer and the seller ratified the transaction and continued to ratify it for more than two years after

they had reached an agreement.

In the case of Dorothy K. Winston & Co. v. Town Heights Development, Inc., 376 F.Supp. 1215 (DDC 1974), the Court considered the validity of an isolated agreement between a broker not located in Florida (Winston) and a client.

> "A real estate broker of one state who engages in isolated instances of selling real estate in another state is not subject to the statutory requirements of the latter state as to the necessity for procuring a license as a real estate broker; and, if he is duly licensed according to the laws of the state where the contract of employment was made, he may recover his commissions notwithstanding the fact that he is not licensed according to the law of either the

> situs of the property or the state of the forum, if the forum is in a different state."

A similar holding is found in the Fifth Circuit case of Pearce v. Previews, 201 F.2d 385 (5th Cir. 1953), in which a New York broker negotiated a sale in Florida. A summary judgment was granted in favor of the broker in that case.

Also, in the case of Tillman v. Gibson, 44 Ga. 440 (S.Ct. 1931) we find the following facts and decision:

> "This was a suit on promissory notes executed by the defendant to the plaintiff under an assumption by the defendant of real estate commissions due the plaintiff on account of the sale to the defendant of certain real estate and turpentine leases in the State of Florida."

The defendant specifically pleaded that ". . . the plaintiff had failed to comply with the Florida Statute requiring real estate brokers and agents to obtain licenses to do business in that state . . . " The Georgia Supreme Court ruled, simply:

> "In the instant case, which involved an ordinary broker's contract listing real estate located in the State of Florida, made in the State of Georgia with a Georgia broker, there is nothing to indicate from the contract that the work of finding a purchaser ready, able and willing to buy the property on the terms stipulated by the owner was to be performed outside of the State of Georgia. Consequently, the laws of this State will govern as to the

> validity, nature, obligation and construction of the agreement. Accordingly, in the instant suit on notes given by the purchaser of the property to the broker in settlement of the commissions of the broker, which commissions the purchaser had assumed under contract for the purchase and sale of the property, a recovery was not unauthorized on the ground that the broker had failed to comply with the Florida law licensing real estate brokers." (emphasis added).

It thus appears that if this litigation had been brought in the appropriate United States District Court or the Georgia Courts, a different conclusion would have been reached. See also: Robert M. Green v. Chicago Burlington & Queens Ry. Co., 205 U.S.

530; Maxwell v. Atchison T. & S. Ry. Co., 34 Fed. 286; N. K. Fairbank & Co. v. Cincinnati, N. O. & T. P. R. Co., 4 C.C.A. 403, 9 U.S.App. 212, 54 Fed. 420; Union Associated Press v. Times-Star Co., 84 Fed. 419; Earle v. Chesapeake & O. R. Co., 127 Fed. 235. Under these circumstances, it is obvious why the Respondent, a Georgia citizen, sought the jurisdiction of the Florida Courts to file suit against his fellow Georgia resident.

Has the Petitioner violated the letter or the spirit of Florida Statute 475.1(2) when the Respondent has retained attorneys to prepare the contracts and the leading representative of the selling group is himself a licensed Florida attorney?

What part does the Florida licensing law play in meeting the

jurisdictional requirements of International Shoe, supra., in connection with traditional notions of fair play and substantial justice?

In the case of Geneva Investment Limited v. Trafalgar Developers, Ltd., 274 So.2d 581 (1973) the Court ruled:

> ". . . the purpose of the Real Estate Licensing Act is to protect the public from being forced to deal with dishonest or unscrupulous real estate operators, rather than to permit one party to gain an unconscionable advantage by avoiding a just obligation which he has contracted to pay. [citing Pokress]."

And, in Pokress v. Tisch Florida Properties, Inc., 153 So.2d 346 (3rd Dist., 1963), the Court states:

> "In addition to what we have

just stated regarding the public policy aspects of this situation, there is one other that commands our attention. In Bell v. United Farm Agency, Inc., 296 P.2d 149, 152 (Okla., 1956), the Supreme Court of Oklahoma had the following to say involving a real estate brokerage commission for a plaintiff not licensed in Oklahoma:

'. . . The obvious purpose of the Act in question was to protect the public from being forced to deal with dishonest or unscrupulous real estate operators, rather than to permit one party to gain an unconscionable advantage by avoiding a just obligation which he has contracted to pay.'

In the case of Morgan v. Glassman, 285 So.2d 673 (1973), the Third District court held:

"No protection of the public would be accomplished by the application of the statute; rather, the defendants would gain an unconscionable advantage by avoiding a just obligation which they had contracted to pay."

Jurisdiction of this transaction was sought in the State of Florida for only one reason. Because of the Florida licensing law which is penal in nature. It provides criminal penalties for its violation in the form of fines and up to six months in jail for violation

Although the Petitioner held as security a mortgage on the Florida property, the Respondent did not seek jurisdiction of the Florida Court based

on the ownership of any real or personal property owned by the Petitioner in the State of Florida. He does not mention the mortgage in his Complaint. He brought his action to cancel the notes which were in the State of Georgia and which were given to Petitioner in the State of Georgia by Respondent. For this reason, the Respondent does not look to the historical arguments contained in Pennoyer v. Neff, 95 U.S. 714, as to either in rem or in personam jurisdiction, and he does not cite such facts in his Complaint. The Petitioner was the Respondent's own agent. The trial court found this to be true and stated:

"At no time did Paris act in behalf of the Sellers."

If the respondent is relying on the minimum contacts of the Petitioner in the

State of Florida, the facts of the case constitute a set of circumstances far different from any this Court has previously ruled upon. The well-reasoned standards of International Shoe, Hanson v. Denckla, supra., Shaffer, and Kulko should not apply to the two non-residents under the facts of this case. Rather, the parties should be left to settle their differences where they entered into the contract and where they reside.

The decision of the Florida Supreme Court is a nullity because it has declared void a Georgia contract in violation of the Fourteenth Amendment and Article 1, §8, Clause 3 of the United States Constitution.

The Respondent did not base his action on the premise that the property herein involved was situated in Florida. He asked for the cancellation of the

notes and for a money judgment against Petitioner in the sum of $37,000.00.

In the entire line of Pennoyer - Shaffer cases, each either involves a party resident in the State in which jurisdiction is sought or a remedy as to property within the State. In the case sub judice and at the trial, there was no such plea. Service, as well as jurisdiction of the person and subject matter was challenged from the outset.

The Shaffer case, supra., generally ruled that:

> [T]he focus shifted to the relationship among the defendant, the forum and the litigation, rather than the mutually exclusive sovereignty of the States on which the rules of Pennoyer had rested). Long arm statutes came into being to afford redress for citizens of

their own state against injuries by non-residents. See generally, Pennoyer v. Neff, supra., Hanson v. Denckla, supra., at p. 252.

Although acts submitting a person or corporation to jurisdiction in a foreign state have been further delineated in cases subsequent to Pennoyer, supra., the basic principles of Pennoyer have not been overruled. This is evidenced by the next to last sentence of the Shaffer opinion where the Court ruled:

> "Delaware's assertion of jurisdiction over appellants in this case is inconsistent with the Constitutional limitation on state power."

Shaffer, p. 204.

It is apparent that the State of Florida has no inherent right to regulate

the contracts of out-of-state residents. The overruling of certain portions of Pennoyer by Shaffer did not overrule the general principle that:

> "One of these principles is, that every State possesses exclusive jurisdiction and sovereignty over persons and property within its territory. As a consequence, every State has the power to determine for itself the civil status and capacities of its inhabitants; to prescribe the subjects upon which they may contract, the forms and solemnities with which their contracts shall be executed, the rights and obligations arising from them, and the mode in which their validity shall be determined and their obligations enforced; and also to

regulate the manner and conditions upon which property situated within such territory, both personal and real, may be acquired, enjoyed and transferred. The other principle of public law referred to follows from the one mentioned; that is, that no State can exercise direct jurisdiction and authority over persons or property without its territory. Story, Confl. Laws, c. 2; Wheat. Int. Law, pt. 2, c. 2. The several States are of equal dignity and authority, and the independence of one implies the exclusion of power from all others. And so it is laid down by jurists, as an elementary principle, that the laws of one State have no operation outside of its territory, except so far as is allowed by

comity; and that no tribunal establshed by it can extend its process beyond that territory so as to subject either persons or property to its decisions. 'Any exertion of authority of this sort beyond this limit,' says Story, 'is a mere nullity, and incapable of binding such persons or property in any other tribunals." Story, Confl. Laws, sect. 539.

But as contracts in one State may be enforceable only in another State, and property may be held by non-residents, the exercise of the jurisdiction which every State is admitted to possess over persons and property within its own territory will often affect persons and property without it. To any influence exerted in this way by a

State affecting persons resident or property situated elsewhere, no objection can be justly taken; whilst any direct exertion of authority upon them in an attempt to give ex-territorial operation to its laws, or to enforce an ex-territorial jurisdiction by its tribunals, would be deemed an encroachment upon the independence of the State in which the persons are domiciled or the property situated, and be resisted as usurpation.

Thus the State, through its tribunals, may compel persons domiciled within its limits to execute, in pursuance of their contracts respecting property elsewhere situated, instruments in such form and with such solemnities

as to transfer the title, so far as such formalities can be complied with; and the exercise of this jurisdiction in no manner interferes with the supreme control over the property by the State within which it is situated. Penn v. Lord Baltimore, 1 Ves. 444; Massie v. Watts, 6 Cranch, 148; Watkins v. Holman, 16 Pet. 25; Corbett v. Nutt, 10 Wall. 464.

Of course, the State of Florida has a right to regulate certain activities within the State. But, where does that jurisdiction end? And, to whom should it be applied? And, under what circumstances? The case of Hanson v. Denckla, 357 U.S. 225, 252 ruled:

"This case is also different from McGee in that there the State had enacted special legislation

(Unauthorized Insurers Act, West's Anno. Cal. Insurance Code 61610, et seq.) to exercise what McGee called its "manifest interest in providing effective redress for citizens who had been injured by non residents engaged in an activity that the State treats as exceptional and subjects to regulation. CF Travelers."

Does the State of Florida have a right to regulate the contract of non-residents who do not claim injuries? Over two years after the contract was entered into? And which contract was drawn up by the complaining party's own attorney? And sanctioned by a licensed Florida attorney who represents the sellers? Is it a valid regulatory function of the State of Florida to provide a forum in which one

party may execute a contract one day and repudiate it whenever he seeks to do so? The Florida Court overlooks the premise that it has inherent jurisdiction only to regulate Florida contracts or contracts sought to be enforced or carried out in the State of Florida. The contract in question was not entered into in the State of Florida and no attempt was made to enforce its terms in the State of Florida. The statute in question begins:

Chapter 475 REAL ESTATE LICENSE LAW

475.01

(1) - -

(2) Every person who shall, in this State, for another and for a compensation or valuable consideration directly or indirectly -- (emphasis supplied).

The above cited law correctly

indicates that the State of Florida has a right to regulate only transactions by persons "in this State". To permit regulation of contracts made without the State between out-of-state residents represents an undue burden upon trade and commerce between the States, in violation of the commerce clause. United States Constitution, Article 1, Section 8, Clause 3.

Petitioner does not challenge the validity of this regulatory law. But, Petitioner does challenge its interpretation and application as it affects due process and contracts between non-residents. The interpretation of the Florida Courts makes no provision for isolated instances. Florida, as does any State, has licensing provisions of its laws for lawyers, doctors, engineers, and architects. If any professional or

quasi-professional individual performs a one-time service for a regular client or customer in a foreign jurisdiction, are the jurisdictional requirements of Pennoyer and Shaffer met when the State assumes jurisdiction of both non-residents, requiring them to retain attorneys in that foreign jurisdiction, submit to its jurisdiction via long arm statutes, and then void the contract? Such practices go beyond any regulatory benefits to aggrieved citizens of the State of Florida which reasoning first justified the assumption of jurisdiction. Denckla, supra.

Petitioner submits that the Florida Courts have assumed jurisdiction of a non-resident defendant in a case in which the assertion is inconsistent with the constitutional limitation on State power. Shaffer v. Heitner, supra., Pennoyer v.

Neff, supra.

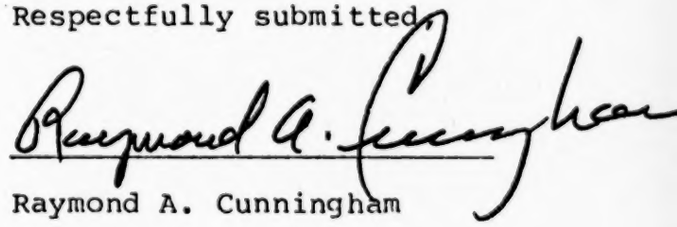
WHEREFORE, Petitioner respectfully requests that:

1. This Honorable Court grant this Writ of Certiorari;

2. This Honorable Court reverse the decision of the Florida Supreme Court;

3. This Honorable Court grant such other and further relief as this Court deems meet and proper.

Respectfully submitted,



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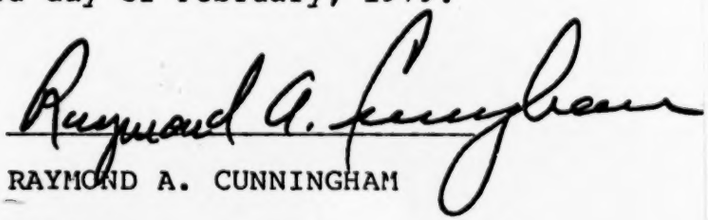
(404) 377-9277

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above has been mailed to William E. Williams, Esq., P. O. Box 5617, Tallahassee, Florida AND to L. Charles Hilton, Jr., Welch, Hilton, Bennett, Logue & Burke, P.A., P. O. Box 2462 Panama City, Florida 32401.

This 3rd day of February, 1979.



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